

B 5 (Official Form 5) (12/07)

<b>UNITED STATES BANKRUPTCY COURT</b> Southern District of New York		<b>INVOLUNTARY PETITION</b>					
IN RE (Name of Debtor – If Individual: Last, First, Middle) <b>SUNTECH POWER HOLDINGS CO., LTD</b>		ALL OTHER NAMES used by debtor in the last 8 years (Include married, maiden, and trade names.)					
Last four digits of Social-Security or other Individual's Tax-I.D. No./Complete EIN (If more than one, state all.): <b>CIK #0001342803</b>							
STREET ADDRESS OF DEBTOR (No. and street, city, state, and zip code)  <b>575 Market Street San Francisco, CA</b>  COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS <b>San Francisco</b> <div style="text-align: right;">ZIP CODE <b>94105</b></div>		MAILING ADDRESS OF DEBTOR (If different from street address)   <div style="text-align: right;">ZIP CODE</div>					
LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR (If different from previously listed addresses) <b>New York and California</b>							
CHAPTER OF BANKRUPTCY CODE UNDER WHICH PETITION IS FILED <div style="text-align: center;"> <input checked="" type="checkbox"/> Chapter 7      <input type="checkbox"/> Chapter 11         </div>							
<b>INFORMATION REGARDING DEBTOR (Check applicable boxes)</b>							
<b>Nature of Debts</b> (Check one box.)  Petitioners believe:  <input type="checkbox"/> Debts are primarily consumer debts <input checked="" type="checkbox"/> Debts are primarily business debts	<table style="width: 100%; border: none;"> <tr> <th style="text-align: center; border: none;">Type of Debtor (Form of Organization)</th> <th style="text-align: center; border: none;">Nature of Business (Check one box.)</th> </tr> <tr> <td style="border: none; vertical-align: top;"> <input type="checkbox"/> Individual (Includes Joint Debtor)  <input checked="" type="checkbox"/> Corporation (Includes LLC and LLP)  <input type="checkbox"/> Partnership  <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)    </td> <td style="border: none; vertical-align: top;"> <input type="checkbox"/> Health Care Business  <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51)(B)  <input type="checkbox"/> Railroad  <input type="checkbox"/> Stockbroker  <input type="checkbox"/> Commodity Broker  <input type="checkbox"/> Clearing Bank  <input checked="" type="checkbox"/> Other  <b>Semiconductor&amp;Related Devices</b> </td> </tr> </table>			Type of Debtor (Form of Organization)	Nature of Business (Check one box.)	<input type="checkbox"/> Individual (Includes Joint Debtor) <input checked="" type="checkbox"/> Corporation (Includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)  	<input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51)(B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other <b>Semiconductor&amp;Related Devices</b>
Type of Debtor (Form of Organization)	Nature of Business (Check one box.)						
<input type="checkbox"/> Individual (Includes Joint Debtor) <input checked="" type="checkbox"/> Corporation (Includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)  	<input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51)(B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other <b>Semiconductor&amp;Related Devices</b>						
<b>VENUE</b>  <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in the District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.  <input type="checkbox"/> A bankruptcy case concerning debtor's affiliate, general partner or partnership is pending in this District.	<b>FILING FEE (Check one box)</b>  <input checked="" type="checkbox"/> Full Filing Fee attached  <input type="checkbox"/> Petitioner is a child support creditor or its representative, and the form specified in § 304(g) of the Bankruptcy Reform Act of 1994 is attached. <i>[If a child support creditor or its representative is a petitioner, and if the petitioner files the form specified in § 304(g) of the Bankruptcy Reform Act of 1994, no fee is required.]</i>						
<b>PENDING BANKRUPTCY CASE FILED BY OR AGAINST ANY PARTNER OR AFFILIATE OF THIS DEBTOR (Report information for any additional cases on attached sheets.)</b>							
Name of Debtor	Case Number	Date					
Relationship	District	Judge					
<b>ALLEGATIONS</b> (Check applicable boxes)  1. <input checked="" type="checkbox"/> Petitioner (s) are eligible to file this petition pursuant to 11 U.S.C. § 303 (b). 2. <input checked="" type="checkbox"/> The debtor is a person against whom an order for relief may be entered under title 11 of the United States Code. 3.a. <input checked="" type="checkbox"/> The debtor is generally not paying such debtor's debts as they become due, unless such debts are the subject of a bona fide dispute as to liability or amount; <div style="text-align: center;">or</div> b. <input type="checkbox"/> Within 120 days preceding the filing of this petition, a custodian, other than a trustee receiver, or agent appointed or authorized to take charge of less than substantially all of the property of the debtor for the purpose of enforcing a lien against such property, was appointed or took possession.		<b>COURT USE ONLY</b>					

B 5 (Official Form 5) (12/07) - Page 2

Name of Debtor SUNTECH POWER INC

Case No. \_\_\_\_\_

TRANSFER OF CLAIM		
<input checked="" type="checkbox"/> Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents that evidence the transfer and any statements that are required under Bankruptcy Rule 1003(a).		
REQUEST FOR RELIEF		
Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition. If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.		
Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.		
<input checked="" type="checkbox"/> <u>TRONDHEIM CAPITAL, LLC</u> <u>TITLE: GENERAL PARTNER</u> Signature of Petitioner or Representative (State title) <u>Trondheim Capital Partners, L.P.</u> Name of Petitioner Date Signed <u>10/14/2013</u> Name & Mailing Address of Individual Signing in Representative Capacity <u>2224 Buckaroo Trail</u> <u>Gilbert, AZ 85295</u>	<input checked="" type="checkbox"/> <u>/s/ Jay Teitelbaum</u> Signature of Attorney <u>Teitelbaum &amp; Baskin LLP</u> Name of Attorney Firm (If any) <u>1 Barker Avenue White Plains NY 10601</u> Address <u>(914) 437-7670</u> Telephone No.	<u>10/14/2013</u> Date
<input type="checkbox"/> Signature of Petitioner or Representative (State title) <u>Michael Meixler</u> Name of Petitioner Date Signed <u>10/14/2013</u> Name & Mailing Address of Individual Signing in Representative Capacity <u>4451 S. White Mountain Rd. #A</u> <u>Show Low AZ 85901</u>	<input checked="" type="checkbox"/> <u>/s/ Jay Teitelbaum</u> Signature of Attorney <u>Teitelbaum &amp; Baskin, LLP</u> Name of Attorney Firm (If any) <u>1 Barker Avenue White Plains NY 10601</u> Address <u>(914) 437-7670</u> Telephone No.	<u>10/14/2013</u> Date
<input type="checkbox"/> Signature of Petitioner or Representative (State title) <u>Longball Holdings, LLC</u> Name of Petitioner Date Signed <u>10/14/2013</u> Name & Mailing Address of Individual Signing in Representative Capacity <u>107 S. Tower Ave.</u> <u>Centralia, WA 98531</u>	<input checked="" type="checkbox"/> <u>/s/ Jay Teitelbaum</u> Signature of Attorney <u>Teitelbaum &amp; Baskin LLP</u> Name of Attorney Firm (If any) <u>1 Barker Avenue White Plains NY 10601</u> Address <u>(914) 437-7670</u> Telephone No.	<u>10/14/2013</u> Date
PETITIONING CREDITORS		
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Trondheim Capital Partners, L.P.	Federal Court Judgment	516,277.67
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Michael Meixler	Federal Court Judgment	51,627.67
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Longball Holdings LLC	Federal Court Judgment	10,325.34
Note:	If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.	
	Total Amount of Petitioners' Claims	578,230.68

\_\_\_\_ continuation sheets attached

B 5 (Official Form 5) (12/07) - Page 2

Name of Debtor SUNTECH POWER LLC

Case No. \_\_\_\_\_

TRANSFER OF CLAIM		
<input checked="" type="checkbox"/> Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents that evidence the transfer and any statements that are required under Bankruptcy Rule 1003(a).		
REQUEST FOR RELIEF		
Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition. If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.		
Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.		
<input checked="" type="checkbox"/> Signature of Petitioner or Representative (State title) <u>Trondheim Capital Partners, L.P.</u> Date Signed <u>10/14/2013</u> <hr/> Name of Petitioner _____ <hr/> Name & Mailing _____ Address of Individual <u>2224 Buckaroo Trail</u> Signing in Representative <u>Gilbert, AZ 85295</u> Capacity _____	<input checked="" type="checkbox"/> Signature of Attorney _____ Date <u>10/14/2013</u> <u>Teitelbaum &amp; Baskin LLP</u> <hr/> Name of Attorney Firm (If any) _____ <u>1 Barker Avenue White Plains NY 10601</u> <hr/> Address _____ <u>(914) 437-7670</u> <hr/> Telephone No. _____	
<input checked="" type="checkbox"/> Signature of Petitioner or Representative (State title) <u>Michael Meixler</u> Date Signed <u>10/14/2013</u> <hr/> Name of Petitioner _____ <hr/> Name & Mailing _____ Address of Individual <u>4451 S. White Mountain</u> Signing in Representative <u>Rd #A</u> Capacity <u>Show Low AZ 85901</u>	<input checked="" type="checkbox"/> Signature of Attorney _____ Date <u>10/14/2013</u> <u>Teitelbaum &amp; Baskin, LLP</u> <hr/> Name of Attorney Firm (If any) _____ <u>1 Barker Avenue White Plains NY 10601</u> <hr/> Address _____ <u>(914) 437-7670</u> <hr/> Telephone No. _____	
<input checked="" type="checkbox"/> Signature of Petitioner or Representative (State title) <u>Longball Holdings, LLC</u> Date Signed <u>10/14/2013</u> <hr/> Name of Petitioner _____ <hr/> Name & Mailing _____ Address of Individual <u>107 S. Tower Ave.</u> Signing in Representative <u>Centralia, WA 98531</u> Capacity _____	<input checked="" type="checkbox"/> Signature of Attorney _____ Date <u>10/14/2013</u> <u>Teitelbaum &amp; Baskin LLP</u> <hr/> Name of Attorney Firm (If any) _____ <u>1 Barker Avenue White Plains NY 10601</u> <hr/> Address _____ <u>(914) 437-7670</u> <hr/> Telephone No. _____	
PETITIONING CREDITORS		
Name and Address of Petitioner <u>Trondheim Capital Partners, L.P.</u>	Nature of Claim <u>Federal Court Judgment</u>	Amount of Claim <u>516,277.67</u>
Name and Address of Petitioner <u>Michael Meixler</u>	Nature of Claim <u>Federal Court Judgment</u>	Amount of Claim <u>51,627.67</u>
Name and Address of Petitioner <u>Longball Holdings LLC</u>	Nature of Claim <u>Federal Court Judgment</u>	Amount of Claim <u>10,325.34</u>
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims <u>578,230.68</u>

1 continuation sheets attached

B 5 (Official Form 5) (12/07) -- Page 2

Name of Debtor SUNTECH POWER INC

Case No. \_\_\_\_\_

TRANSFER OF CLAIM		
<input checked="" type="checkbox"/> Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents that evidence the transfer and any statements that are required under Bankruptcy Rule 1003(a).		
REQUEST FOR RELIEF		
Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition. If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.		
Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.		
<div style="display: flex; justify-content: space-between;"> <div> <p><input checked="" type="checkbox"/> Signature of Petitioner or Representative (State title)</p> <p><u>Trondheim Capital Partners, L.P.</u></p> <p>Name of Petitioner</p> </div> <div> <p><u>10/14/2013</u></p> <p>Date Signed</p> </div> </div> <div style="margin-top: 10px;"> <p>Name &amp; Mailing</p> <p>Address of Individual <u>2224 Buckaroo Trail</u></p> <p>Signing in Representative <u>Gilbert, AZ 85295</u></p> <p>Capacity _____</p> </div>	<div style="display: flex; justify-content: space-between;"> <div> <p><input checked="" type="checkbox"/> Signature of Attorney</p> <p><u>Teitelbaum &amp; Baskin LLP</u></p> <p>Name of Attorney Firm (If any)</p> </div> <div> <p><u>10/14/2013</u></p> <p>Date</p> </div> </div> <div style="margin-top: 5px;"> <p><u>1 Barker Avenue White Plains NY 10601</u></p> <p>Address</p> <p><u>(914) 437-7670</u></p> <p>Telephone No.</p> </div>	
<div style="display: flex; justify-content: space-between;"> <div> <p><input checked="" type="checkbox"/> Signature of Petitioner or Representative (State title)</p> <p><u>Michael Meixler</u></p> <p>Name of Petitioner</p> </div> <div> <p><u>10/14/2013</u></p> <p>Date Signed</p> </div> </div> <div style="margin-top: 10px;"> <p>Name &amp; Mailing</p> <p>Address of Individual <u>4451 S. White Mountain</u></p> <p>Signing in Representative <u>Rd #A</u></p> <p>Capacity <u>Show Low AZ 85901</u></p> </div>	<div style="display: flex; justify-content: space-between;"> <div> <p><input checked="" type="checkbox"/> Signature of Attorney</p> <p><u>Teitelbaum &amp; Baskin, LLP</u></p> <p>Name of Attorney Firm (If any)</p> </div> <div> <p><u>10/14/2013</u></p> <p>Date</p> </div> </div> <div style="margin-top: 5px;"> <p><u>1 Barker Avenue White Plains NY 10601</u></p> <p>Address</p> <p><u>(914) 437-7670</u></p> <p>Telephone No.</p> </div>	
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Name and Address of Petitioner	Nature of Claim	Amount of Claim
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Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims <b>578,230.68</b>

1 continuation sheets attached

B 5 (Official Form 5) (12/07) -- Page 2

Name of Debtor **SUNTECH POWER H**

Case No. \_\_\_\_\_

<p align="center"><b>TRANSFER OF CLAIM</b></p> <p><input checked="" type="checkbox"/> Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents that evidence the transfer and any statements that are required under Bankruptcy Rule 1003(a).</p>		
<p align="center"><b>REQUEST FOR RELIEF</b></p> <p>Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition. If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.</p>		
<p>Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.</p> <p><i>[Signature]</i> COLIN PETERSON MEMBER</p>		<p><input checked="" type="checkbox"/> /s/ Jay Teitelbaum 10/14/2013</p>
<p>Signature of Petitioner or Representative (State title) Jiangsu Liquidators, LLC 10/14/2013</p>		<p>Signature of Attorney Teitelbaum &amp; Baskin LLP Date</p>
<p>Name of Petitioner Date Signed</p>		<p>Name of Attorney Firm (If any) 1 Barker Avenue White Plains NY 10601</p>
<p>Name &amp; Mailing Address of Individual Signing in Representative Capacity 2224 Buckaroo Trail Gilbert, AZ 85295</p>		<p>Address (914) 437-7670 Telephone No.</p>
<p><input checked="" type="checkbox"/> Signature of Petitioner or Representative (State title)</p>		<p><input checked="" type="checkbox"/> Signature of Attorney Date</p>
<p>Name of Petitioner Date Signed</p>		<p>Name of Attorney Firm (If any)</p>
<p>Name &amp; Mailing Address of Individual Signing in Representative Capacity</p>		<p>Address Telephone No.</p>
<p><input checked="" type="checkbox"/> Signature of Petitioner or Representative (State title)</p>		<p><input checked="" type="checkbox"/> Signature of Attorney Date</p>
<p>Name of Petitioner Date Signed</p>		<p>Name of Attorney Firm (If any)</p>
<p>Name &amp; Mailing Address of Individual Signing in Representative Capacity</p>		<p>Address Telephone No.</p>
<p align="center"><b>PETITIONING CREDITORS</b></p>		
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Jiangsu Liquidators, LLC	Matured Note/Indenture	1,000,000.00
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Name and Address of Petitioner	Nature of Claim	Amount of Claim
<p>Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.</p>		<p>Total Amount of Petitioners' Claims 1,000,000.00</p>

continuation sheets attached

**EXHIBIT A**

**Summons In Involuntary Chapter 7 Case Against Suntech Power Holdings, Co., Ltd.**

**United States Bankruptcy Court**

**SOUTHERN District of NEW YORK**

In re

SUNTECH POWER HODLINGS CO., LTD

Bankruptcy Case No.

**Debtor.**

Social Security No.:

Employer Tax I.D. No.:

**SUMMONS TO DEBTOR IN INVOLUNTARY CASE**

**To the above named Debtor:**

A petition under title 11, United States Code was filed against you on October, 2014 in this Bankruptcy Court, requesting an order for relief under Chapter 7 of the Bankruptcy Code (title 11 of the United States Code.)

YOU ARE SUMMONED and required to submit to the Clerk of the Bankruptcy Court, a motion or answer (attorneys should file online) to the petition within 21 days after the service of this summons. A copy of the petition is attached.

Address of the Clerk: United States Bankruptcy Court  
One Bowling Green  
New York, New York 10004  
www.nysb.uscourts.gov

At the same time, you must also serve a copy of the motion or answer upon the petitioner's attorney.

**Name and Address of Petitioner's Attorney**

Teitelbaum & Baskin, LLP  
1 Barker Avenue  
White Plains, New York 10601  
Attention: Jay Teitelbaum  
jteitelbaum@tblawllp.com  
Tel. (914) 437-7670

If you make a motion, your time to answer is governed by Federal Rule of Bankruptcy Procedure 1011 (c) . If you fail to respond to this Summons, an order for relief will be entered.

\_\_\_\_\_  
*Clerk of the Bankruptcy Court*

By: \_\_\_\_\_  
*Deputy Clerk*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
\*Set forth all names, including trade names, used by the debtor within the last 8 years. (Federal Rule of Bankruptcy Procedure 1005). For joint debtors, set forth both social security numbers.

**EXHIBIT B**

**Judgment In Favor of Trondheim Capital Partners, L.P. and Michael Meixler Against  
Suntech Power Holdings, Co., Ltd.**



PATTERSON, J!

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

TRONDHEIM CAPITAL PARTNERS, L.P. and  
MICHAEL MEIXLER,

Plaintiffs,

v.

SUNTECH POWER HOLDINGS CO., LTD.

Defendant.

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 9/20/13

Case No. 13-CV-4668 (RPP)(DF)

#

FINAL JUDGMENT

This action having been commenced in the Supreme Court of the State of New York, County of New York by Plaintiffs Trondheim Capital Partners, L.P. ("Trondheim") and Michael Meixler ("Meixler" and together with Trondheim, "Plaintiffs"), against defendant Suntech Power Holdings Co., Ltd. ("Suntech" or "Defendant") by the filing of a Motion for Summary Judgment in Lieu of Complaint pursuant to Section 3213 of the New York Civil Practice Law and Rules (the "Motion"), and the Motion having been served on Defendant's authorized legal agent on or about June 12, 2013, and Defendant having removed this case to the United States District Court for the Southern District of New York on or about July 8, 2013 (ECF Docket No. 1), and this case having thereafter been assigned to the Honorable Robert P. Patterson, Jr., and Defendants having filed opposition to Plaintiffs' Motion on August 1, 2013 (ECF Docket Nos. 8-11) , and Plaintiffs having filed a reply to said opposition on August 15, 2013 (ECF Docket No. 12), and Plaintiffs having filed a supplement to said reply on August 28, 2013 (ECF Docket No. 14), and both parties having submitted letters to the Court that were

See attached typewritten insert

subsequently filed on ECF on September 3, 2013 (ECF Docket Nos. 15 and 16), and this matter having come before the Court for oral argument on September 12, 2013, and argument having been held on that date, and the Court, after reviewing all of the parties' submissions and hearing oral argument, having determined that Plaintiffs are entitled to summary judgment, it is hereby

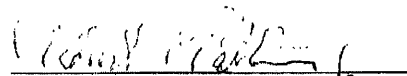
**ORDERED, ADJUDGED AND DECREED:**

1. Final judgment is entered in favor of Plaintiff Trondheim and against Defendant Suntech in the amount of \$500,000.00, plus (i) accrued and unpaid interest at the rate of 3% as of March 15, 2013, in the amount of \$7,500.00; (ii) accrued and accruing interest from March 16, 2013 through and after June 14, 2013 at the rate of 3.25% in the amount of \$4,062.50; (iii) accrued and accruing interest from June 15, 2013 at the rate of 3.50% per annum and the per diem amount of \$48.61 until entry of judgment; (iv) interest at the rate of 2% per annum on all unpaid interest until the entry of judgment; and (vi) post-judgment interest at the federal judgment rate from and after entry of final judgment.
2. Final judgment is entered in favor of Plaintiff Meixler and against Defendant Suntech in the amount of \$50,000.00, plus (i) accrued and unpaid interest at the rate of 3% as of March 15, 2013, in the amount of \$750.00; (ii) accrued and accruing interest from March 16, 2013 through and after June 14, 2013 at the rate of 3.25% in the amount of \$46.25; (iii) accrued and accruing interest from June 15, 2013 at the rate of 3.50% per annum and the per diem amount of \$4.86 until entry of judgment; (iv) interest at the rate of 2% per annum on all unpaid interest until the entry of judgment; and (vi) post-judgment interest at the federal judgment rate from and after entry of final judgment.

3. ~~All of Suntech's defenses with respect to both Plaintiffs are rejected.~~ *PL*

4. The Clerk of the Court is directed to enter judgment forthwith.

Dated: September 19 2013

  
\_\_\_\_\_  
Hon. Robert P. Patterson, Jr.  
United States District Judge

*my*

THIS DOCUMENT WAS ENTERED  
ON THE DOCKET ON \_\_\_\_\_

**Case:** Trondheim Capital Partners, L.P., et al v. Suntech Power  
Holdings Co., Ltd.  
**Index No.** 13 Civ. 4668 (RPP)

**INSERT READS AS FOLLOWS:**

**...Defendant has failed to show that a genuine dispute exists as to any material fact of the Plaintiffs' Motion for Summary Judgment in lieu of Complaint and that...**

*Robert P. Patterson, Jr., U.S.D.J., 9/19/13*

**Exhibit C**

**Judgment In Favor of Marcus and Jessica Dugaw Against Suntech Power Holdings, Co.,  
Ltd.**

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

MARCUS AND JESSICA DUGAW, HUSBAND AND  
WIFE, AND THE MARITAL COMMUNITY  
COMPOSED THEREOF,

Plaintiffs,

v.

SUNTECH POWER HOLDINGS CO., LTD.

Defendant.

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 9/20/13

Case No. 13-CV-5608 (RPP)(DF)

**FINAL JUDGMENT**

This action having been commenced in the Supreme Court of the State of New York, County of New York by Plaintiffs Marcus and Jessica Dugaw, Husband and Wife, and the Marital Community Composed Thereof ("Plaintiffs"), against defendant Suntech Power Holdings Co., Ltd. ("Suntech" or "Defendant") by the filing of a Motion for Summary Judgment in Lieu of Complaint pursuant to Section 3213 of the New York Civil Practice Law and Rules (the "Motion"), and the Motion having been served on Defendant's authorized legal agent on or about July 19, 2013, and Defendant having removed this case to the United States District Court for the Southern District of New York on or about August 12, 2013 (ECF Docket No. 1), and this case having thereafter been assigned to the Honorable Robert P. Patterson, Jr., and Defendants having filed opposition to Plaintiffs' Motion on August 19, 2013 (ECF Docket Nos. 4-6), and Plaintiffs having filed a reply to said opposition on September 3, 2013 (ECF Docket No. 12), and this matter having come before the Court for oral argument on September 12, 2013, and argument having been held on that date, and the Court, after reviewing all of the

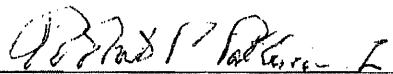
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parties' submissions and hearing oral argument, having determined that Plaintiffs are entitled to summary judgment, it is hereby

**ORDERED, ADJUDGED AND DECREED:**

1. Final judgment is entered in favor of Plaintiffs and against Defendant Suntech in the amount of \$10,000.00, plus (i) accrued and unpaid interest at the rate of 3% as of March 15, 2013, in the amount of \$150.00; (ii) accrued and accruing interest from March 16, 2013 through and after June 14, 2013 at the rate of 3.25% in the amount of \$81.25; (iii) accrued and accruing interest from June 15, 2013 at the rate of 3.50% per annum and the per diem amount of \$.97 until entry of judgment; (iv) interest at the rate of 2% per annum on all unpaid interest until the entry of judgment; and (vi) post-judgment interest at the federal judgment rate from and after entry of final judgment.
2. ~~All of Suntech's defenses with respect to the Plaintiffs are rejected.~~ *KPR*
3. The Clerk of the Court is directed to enter judgment forthwith.

Dated: September 17, 2013

  
Hon. Robert P. Patterson, Jr.  
United States District Judge *RP*

**Case:** Marcus and Jessica Dugaw, et al. v Suntech Power Holdings  
**Index No.** 13 Civ. 5608 (RPP)

**INSERT READS AS FOLLOWS:**

**..that Defendant has failed to show that a genuine dispute as to any material facts exists and...**

***Robert P. Patterson, Jr., U.S.D.J., 9/19/13***



**Exhibit D**

**Assignment of Judgment In Favor of Marcus and Jessica Dugaw Against Suntech Power  
Holdings, Co., Ltd. to Longball Holdings, LLC**

## ASSIGNMENT

**IN CONSIDERATION OF** the receipt of \$1,500.00 in immediately available funds, and other good and valuable consideration, receipt of which hereby is acknowledged, Marcus and Jessica Dugaw ("Assignors") hereby sell, assign, convey, transfer, set over and deliver to Longball Holdings, LLC ("Assignee") and its successors and assigns, finally and without reversion, all of Assignor's right, title and interest in and to:

That certain judgment dated September 19, 2013, entered in the case *Marcus and Jessica Dugaw, Husband and Wife, and the Marital Community Composed Thereof (S.D.N.Y. 1:13-cv-05608 (RPP))* on September 24, 2013 in the sum amount, including taxed costs, of \$10,738.62 (the "Judgment"), together with all right title and interest in the obligations upon which the judgment was entered, as evidenced by the that certain indenture dated March 17, 2008, by Suntech Power Holdings Co., Ltd. (the "Indenture")

together with all rights, powers, obligations and remedies of Assignor under any of the Judgment and the Indenture and applicable law (including without limitation all rights to payments, all liens, security interests and other encumbrances against any collateral, and all rights or claims Assignor may have against Sun Tech or any other person or entity in connection with the Judgment and Indenture or the transactions arising therefrom) (collectively, the "Assigned Assets"), hereby granting full power to the Assignee to take all actions and conduct all legal or other proceedings which the undersigned could have taken or conducted but for this Assignment. **THIS ASSIGNMENT IS EXPRESSLY WITHOUT ANY RECOURSE WHATSOEVER AGAINST, OR REPRESENTATION OR WARRANTY BY, ASSIGNOR BY OR TO ASSIGNEE,** except that Assignor hereby represents and warrants that it presently owns, and has not pledged, transferred or assigned the Assigned Assets and has duly authorized the execution, delivery of this Assignment and the consummation of the transactions herein contemplated. Without limiting the generality of the foregoing, Assignee acknowledges that it acquires the Assigned Assets "where is" and "as is" and that Assignor does not represent or warrant or assume any liability or responsibility for the execution, validity, legality, enforceability, perfection of any lien or security interest, genuineness, sufficiency or value of any Assigned Asset.

Assignor further agrees that promptly upon the request of Assignee (but at Assignee's expense) it shall execute and deliver such additional and further instruments, agreements and documents, and do or cause to be done such other acts and things, as may reasonably be required in order to further evidence, confirm or perfect the assignment herein effected.

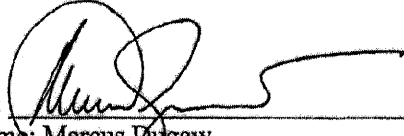
Assignee hereby agrees that, in the event Assignor is required, in any bankruptcy proceeding or any other similar proceeding or otherwise under applicable law, to rescind or return any payment obtained or received by it in connection with the Assigned Assets prior to the date hereof, it will, within five (5) business days after receipt of a written request therefor from Assignor, pay to Assignor as additional consideration for the assignment of the Assigned Assets herein effected (in immediately available funds and without deduction, setoff or counterclaim) the amount of the payment so rescinded or returned. Assignor's statement in such written request of the amount of the payment so rescinded or returned shall be conclusive absent manifest error. Assignee also hereby agrees to indemnify Assignor and its parent, affiliated and/or subsidiary companies, and any of the present and former officers, directors, employees, representatives, agents, and attorneys from, hold each of them harmless against, and promptly upon demand pay or reimburse each of them with respect to any and all actions, suits, proceedings (including any investigations, litigation or inquiries), claims, demands, causes of action, costs, losses, liabilities, damages or expenses of any kind or nature whatsoever which may be incurred by or asserted against or involve any of them (whether or not any of them is designated a party thereto) as an actual result of, arising out of or in any way related to any action taken or omitted to be taken by the Assignee in any way related to the Assigned Assets after the date hereof. The indemnification provided herein shall include all out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Assignor in connection with any of the foregoing matters subject of this indemnification.

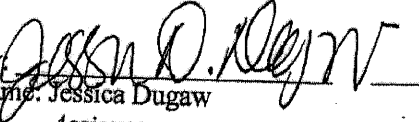
This Assignment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

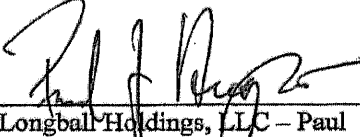
**THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

**ASSIGNOR AND ASSIGNEE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, THE ASSIGNED ASSETS, ANY RELATED DOCUMENTS AND AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER ORAL OR WRITTEN).**

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be executed and delivered by their duly authorized officers or other representatives as of the 13<sup>th</sup> day of October, 2013.

By:   
Name: Marcus Dugaw  
Assignor

By:   
Name: Jessica Dugaw  
Assignor

By:  MM  
Name: Longball Holdings, LLC – Paul  
Dugaw, Managing Member  
Assignee LHC

**Exhibit E**

**Cede & Co. Recognition of Claim of A&T SPV, LLC Against Suntech Power Holdings,  
Co., Ltd**

Cede & Co.  
c/o The Depository Trust Company  
55 Water Street  
New York NY 10041

October 7, 2013

Suntech Power Holdings Co., Ltd.  
575 Market  
San Francisco, CA 94105  
Attn: Clare Badaracco, Assistant General Counsel

Re: 3% Convertible Senior Notes Issued by Suntech Power Holdings Co., Ltd.;  
CUSIP No. 86800CAE4 (the "Notes")

Cede & Co., the nominee of The Depository Trust Company ("DTC"), is a holder of record of notes of Suntech Power Holdings Co., Ltd. DTC is informed by its Participant, National Financial Services LLC ("Participant"), that an aggregate of 1,000,000 Principal Amount (the "Notes") are beneficially owned by A&T SPV LLC, customer(s) of Participant.

An Event of Default under Section 6.01 of the Indenture has occurred.

In accordance with instructions received from Participant on behalf of its customer we hereby recognize A&T SPV LLC as the holder of the Notes under the Indenture and authorize A&T SPV LLC to prosecute the action pursuant Section 6.01 of the Indenture and declare the entire principal, the premium, if any and the accrued interest on the Bonds to be due and payable immediately to A&T SPV LLC.

Future correspondence on this matter should be directed to the shareholders, A&T SPV LLC Attn: Bruce Winson, 5950 Berkshire Lane Suite 210, Dallas TX 75225-5810 with copies directed to the attention of Shruti Juneja, National Financial Services LLC, Newport Office Center III, 499 Washington Boulevard, 5<sup>th</sup> Floor, Jersey City, NJ 07310.

Very Truly Yours,  
Cede & Co.

By: 

*Robert Hensey, partner*

SHRUTI JUNEJA  
N/A  
NATIONAL FINANCIAL SERVICES LLC  
5TH FL  
499 WASHINGTON BLVD  
JERSEY CITY NJ 07310

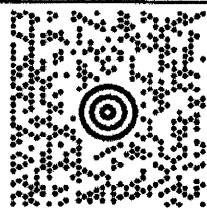
LTR

1 OF 1

**SHIP TO** ATTN CLARE BADARACCO GENERAL COUN  
(415) 882-9922  
SUNTECH POWER HOLDINGS CO LTD  
575 MARKET

SAN FRANCISCO CA 94105

CA 941 9-22



**UPS NEXT DAY AIR**

**1**

TRACKING # 1Z 6YE 812 01 0030 7932



BILLING: P/P

Ship Date: 10/07/13  
Reference: Z090

Bill Nr: Z5000479536  
Reference 2: Z5000479536  
PBE 0620 P8GRAPHIC 42.8V 07/2013

**Exhibit F**

**Assignment of Claim of A&T SPV, LLC Against Suntech Power Holdings, Co., Ltd to  
Jiangsu Liquidators, LLC.**



## ASSIGNMENT

IN CONSIDERATION OF the receipt of \$1.00 and other good and valuable consideration, receipt of which hereby is acknowledged, A&T SPV LLC. ("Assignor") hereby sells, assigns, conveys, transfers, sets over and delivers to Jiangsu Liquidators, LLC. ("Assignee") and its successors and assigns, finally and without reversion, all of Assignor's right, title and interest in and to \$1 million face amount of 3.00% Convertible Senior Notes Due 2013 (the "Securities") issued by Suntech Power Holdings Co., Ltd. ("Suntech Power" or the "Company"), pursuant to a New York law governed Indenture, dated as of March 17, 2008 (the "Indenture"), between Suntech Power and Wilmington Trust Company, which serves as the indenture trustee for the Securities, together with all rights, powers, obligations and remedies of Assignor under any of the Securities and the Indenture and applicable law (including without limitation all rights to payments, all liens, security interests and other encumbrances against any collateral, and all rights or claims Assignor may have against the Company or any other person or entity in connection with the Securities and Indenture or the transactions arising therefrom) (collectively, the Assigned Assets"), hereby granting full power to the Assignee to take all actions and conduct all legal or other proceedings which the undersigned could have taken or conducted but for this Assignment.

**THIS ASSIGNMENT IS EXPRESSLY WITHOUT ANY RECOURSE WHATSOEVER AGAINST, OR REPRESENTATION OR WARRANTY BY, ASSIGNOR BY OR TO ASSIGNEE**, except that Assignor hereby represents and warrants that it presently owns, and has not pledged, transferred or assigned the Assigned Assets and has duly authorized the execution, delivery of this Assignment and the consummation of the transactions herein contemplated. Without limiting the generality of the foregoing, Assignee acknowledges that it acquires the Assigned Assets "where is" and "as is" and that Assignor does not represent or warrant or assume any liability or responsibility for the execution, validity, legality, enforceability, perfection of any lien or security interest, genuineness, sufficiency or value of any Assigned Asset.

Assignor further agrees that promptly upon the request of Assignee (but at Assignee's expense) it shall execute and deliver such additional and further instruments, agreements and documents, and do or cause to be done such other acts and things, as may reasonably be required in order to further evidence, confirm or perfect the assignment herein effected.

This Assignment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. **THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

**ASSIGNOR AND ASSIGNEE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF,**

UNDER, OR IN CONNECTION WITH THIS AGREEMENT, THE ASSIGNED ASSETS, ANY RELATED DOCUMENTS AND AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER ORAL OR WRITTEN).

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be executed and delivered by their duly authorized officers or other representatives as of the 14<sup>th</sup> day of October, 2013.

ASSIGNOR  
A&T SPV LLC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE

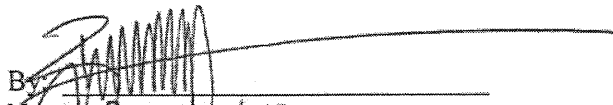
JIANGSU LIQUIDATORS, LLC

By:   
Name: COLIN PETERSON  
Title: MEMBER

UNDER, OR IN CONNECTION WITH THIS AGREEMENT, THE ASSIGNED ASSETS, ANY RELATED DOCUMENTS AND AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER ORAL OR WRITTEN).

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be executed and delivered by their duly authorized officers or other representatives as of the 14th day of October, 2013.

ASSIGNOR  
A&T SPV LLC.

By: 

Name: Bruce Winsan

Title: Managing Member of General Partner, Frigate Ventures, LP, Manager

ASSIGNEE

JIANGSU LIQUIDATORS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_